FOR COUNTY USE ONLY



County of San Bernardino

FAS

STANDARD CONTRACT

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Contract Type – 2(h)				04/05	~ \$	90.000						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Visiting Nurse Associati	on of the Inland Counties	Hereinafter called	Contractor	
Address 6235 River Crest Drive,	Suite L			
Riverside, CA 92507				
Telephone	Federal ID No. or Social Security			
(909) 413-1210	No.			

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Agreement dated as of May 20, 2003, is entered into by and among the County of San Bernardino (COUNTY) on behalf of the Arrowhead Regional Medical Center (Medical Center) and Visiting Nurse Association of the Inland Counties (Contractor).

WHEREAS the Medical Center is required to provide medically necessary services to those patients for whom it is responsible, and

WHEREAS, Contractor is an accredited provider of home care services, and

WHEREAS, both parties would benefit if the Medical Center obtains these services from Contractor.

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. Obligations of Contractor:

- 1. Provide appropriately licensed personnel to perform the services requested eight (8) hours per day, five (5) days per week and after hour services as necessary which includes weekends and holidays.
- Deliver or provide nursing services, as prescribed by the patient's physician, to a location specified by the Medical Center at a mutually agreeable time between patient and Contractor, as described in Attachments A and B.
- Contractor must submit documentation of valid licensure as applicable, completion of continuing education and/or safety training, completion of annual health testing (including immunizations and diagnostic testing), current job descriptions and other required documents regarding care providers as required by policy of the Medical Center
- 4. Verify the clinical competency of all care providers at the time of hire and at least annually thereafter. Upon request by the Medical Center, Contractor shall provide copies of all competency assessments to the Medical Center.
- 5. Warrant that care providers have been provided with information and education necessary to enable them to function safely and effectively. As applicable this will include, but is not limited to, safety, use of hazardous materials, prevention of infection (including tuberculosis and blood borne pathogens) and prevention of violence. These requirements may be updated from time to time as required by policy of the Medical Center and/or requirements of external regulatory agencies. Documentation of such training will be provided to the Medical Center upon request.
- 6. Maintain accreditation with regulatory organizations (e.g. Centers for Medicare and Medicaid, American Osteopathic Association) during the duration of the Agreement.
- 7. Maintain complete records of patient care provided, consistent with applicable standards.
- 8. Assume overall responsibility for billing third-party payors, including but not limited to, share of cost for Medicare, Medi-Cal and other Health Maintenance Organizations (HMO) or Prospective Payment Organizations (PPO) when documentation of service is provided.
- 9. Assume overall responsibility for equipment replacement/repair costs when billing third-party payors including, but not limited to, Medicare, Medi-Cal and other HMOs and PPOs.
- 10. Assume overall responsibility for services/equipment rentals/pharmaceuticals provided to patients for whom the Medical Center is financially responsible when said services/equipment/pharmaceuticals are furnished without an appropriate physician order or authorization number.
- 11. Submit all invoices with appropriate authorization numbers referenced for services/equipment delivered to patients for whom the Medical Center is financially responsible. All invoices shall be submitted on a Centers for Medicare and Medicaid Services (CMS) 1500 form.
- 12. Furnish to the Medical Center medical equipment purchased from the Contractor, on behalf of the patient, when the patient no longer requires the prescribed medical equipment. Contractor will pick up the medical equipment that the patient no longer requires and deliver to the Medical Center.

II. Obligations of the Medical Center:

- 1. Provide complete and accurate information regarding each patient referred in a format acceptable to Contractor.
- 2. Receive, review and process all invoices for services. All invoices will be due and payable within 45 days of the date on the invoice. Reimbursement shall be at rates described in Attachment B.
- 3. Provide Contractor with timely information about patient financial status, including changes thereto.

4. Verify eligible status of each patient in accordance with eligibility rules and regulations as established by the San Bernardino County Board of Supervisors. Such eligibility shall be verified at the time of referral and at least every 60 days thereafter.

III. Services:

- Contractor shall submit treatment information in the form of a Voucher or a claim form to the Medical Center for all services rendered to eligible persons pursuant to rules and regulations adopted by the County Board of Supervisors.
- 2. Services rendered to an eligible person are not covered under this Agreement, if the person, in whole or in part, is eligible for coverage under any State or Federal medical care program or under any other contractual or legal establishment, included but not limited to, a private group, indemnification or insurance program, or workers' compensation liability of any third party. Contractor shall attempt to collect for services rendered to an eligible person from any know third party which may be liable for the cost of services provided to eligible persons pursuant to this Agreement. Contractor shall report any payments received under this Agreement.
- 3. To the extent that the Medical Center and/or eligible person makes payment to Contractor for services rendered under this Agreement, Medical Center's and the eligible person's payment obligation under this Agreement shall have been satisfied thereby. Contractor shall reimburse the Medical Center in the event Contractor receives payment in whole or in part for services rendered to an eligible person under this Agreement from any payment sources and the sum of all monies received by Contractor for these services exceeds one hundred percent (100%) of Contractor's usual and customary charges for those medical services rendered. Said reimbursement shall be in an amount equal to the difference between the Contractor's usual and customary charges for such services and the actual amount received by Contractor which exceeds its customary and usual charges.
- 4. Contractor shall not discriminate in any manner against persons eligible for services covered by the Agreement.
- 5. Contractor shall be at risk for the entire cost of services rendered to a person not ordered by an authorized physician.
- 6. In the event of a dispute related to the appropriateness of service provided, the Medical Director of the Medical Center or designee will meet with Contractor to attempt to resolve the dispute.

IV. Indemnification:

- Contractor shall indemnify and hold County, its officers, employees and agents harmless from and against any
 and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out
 of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense,
 attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or
 omissions of Contractor, its officers, employees, and agents.
- 2. County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees, and agents.
- 3. In the event that Contractor or County is found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, the Contractor and/or County shall indemnify the other to the extent of its comparative fault.
- 4. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its indemnification obligations hereunder as to any claim or cause of action asserted so longs as the event upon which such claim of action is predicted shall have occurred prior to the effective date of any such termination or completion.

V. Insurance:

Without in any way affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout this Agreement the following types of insurance with limits as shown:

- 1. **Workers' Compensation** A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- 2. Comprehensive General and Automobile Liability Insurance This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$1,000,000.
- 3. **Errors and Omissions Liability Insurance** Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- 4. **Professional Liability** Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- 5. Additional Named Insured All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- 6. **Waiver of Subrogation Rights** Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- 7. **Policies Primary and Non-Contributory** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 8. **Proof of Coverage** Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- 9. Insurance Review The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonable priced available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of pat claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

VI. Status of Parties:

- 1. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Contractor and County but is rather an Agreement by and between independent contractors.
- 2. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

VII. Assignment:

Except as otherwise provided in the attached exhibits, neither party hereto shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other party.

VIII. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

IX. Rules of Construction:

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the Contractor. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

X. Governing Law:

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

XI. Counterparts:

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto.

XII. Severability:

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XIII. Term and Termination:

This Agreement shall be effective April 29, 2003 through June 30, 2006. However, this Agreement may be terminated, with or without cause, by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate the termination on behalf of the County.

XIV. Notices:

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

Arrowhead Regional Medical Center Attn: Mark Uffer, Director 400 North Pepper Avenue Colton, CA 92324

Visiting Nurse Association of the Inland Counties Attn: Paula Peoples, V.P. Clinical Operations 6235 River Crest Drive, Suite L Riverside, CA 92507

XV. Health Insurance Portability and Accountability Act (HIPAA)

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individual identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunctions therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Appexdix I.

XVI. Former County Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

If during the course of the administration of this Agreement, County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, County is entitled to pursue any available legal remedies.

XVII. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XVIII. Authorization:

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

JNTY OF SAN BERNARDI	NO	Visiting Nurse (Print or type nar	Association of the Inland Counties me of corporation, company, contractor, etc.)	
		Ву: 🟲		
nnis Hansberger, Chairma	n, Board of Supervisors	(Authorized signature - sign in blue ink)		
ed:		Name: (Print or type name of person signing contract)		
NED AND CERTIFIED THA				
CUMENT HAS BEEN DELI' AIRMAN OF THE BOARD	VERED TO THE	Title:	_	
Clerk of the B	loard of Supervisors of San Bernardino.	Dated:	(Print or Type)	
		Address: 62	35 River Crest Drive, Suite L	
Deputy			verside, CA 92507	
oproved as to Legal Form Reviewed by Contract		Compliance	Reviewed for Processing	
			>	

Input Date

Keyed By

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year first written above.

Date	Date	Date

Auditor/Controller-Recorder Use Only

☐ Contract Data	base 🗆 FAS
Input Date	Keyed By

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- a. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- c. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- g. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- h. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity], information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- a. <u>Remedies.</u> Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an authorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- b. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires not title or rights to the Protected Health Information.
- c. <u>Regulatory References</u>. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- d. <u>Amendment.</u> The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- e. <u>Interpretation.</u> Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

RESPONSIBILITY/DOCUMENTATION MATRIX

The purpose of this attachment is to assist in clarifying the roles of ARMC Home Health Agency (HHA) and the Nursing Vendors during the term of this Agreement for patients receiving various types of services.

Activity	ARMC HHA	Nursing Vendor	
Patient admission process	X	X	
Initial patient assessment	Х	X Faxed to ARMC within 72 hours	
Ongoing patient assessments	X	X	
Developing an initial plan of care	X (Nursing)	X	
Review the plan of care	X (Nursing)	X	
Revise the plan of care	X (Nursing)	X	
Coordination, supervision, and evaluation of care provided	Х	X	
Schedule or assignment of visit or hours	Х	X	
Discharge planning activities	Х	X Faxed to ARMC within 72 hours	
Medication profile	X (Nursing)	X	
Patient teaching forms	Х	X	
Nutritional screening (as applicable)	X (Nursing)	X	
Documentation requirements	Х	X	
Charges and reimbursement	Refer to Attachment B		
Term of Agreement	Refer to Section XIII, "Term and Termination"		
Contract care and services	Refer to Section I, "Obligations of Contractor"		

ATTACHMENT B

FEE SCHEDULE

Service	Initial (Includes evaluation/assessment)	Subsequent	
Nursing			
RN Visits	\$105.00	\$95.00	
RN High Tech *	\$135.00	\$125.00	
Rehabilitation Services			
Physical Therapy	\$135.00	\$135.00	
Occupational Therapy	\$135.00	\$135.00	
Speech Therapy	\$145.00	\$145.00	
PT/OT Assistants/Aides	\$135.00	\$135.00	
Social Services			
LCSW	\$165.00	\$165.00	
MSW	\$165.00	\$165.00	
Nutritional Services			
Registered Dietitian (TPN and enteral feeding)	\$135.00	\$125.00	

^{*}High Tech: IV, ET, OB, Peds, Psych, Vent, Chemo, AIDS and MIC.